

Anthony J. Pruzinsky (AP-8534)
Andrew R. Brown (AB-1644)
HILL RIVKINS & HAYDEN LLP
45 Broadway – Suite 1500
New York, New York 10006
Telephone: 212-669-0600
Facsimile: 212-669-0699

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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SILVEX DESIGNS, INC.,

Plaintiff,

07-cv-03740-DC-DFE

-against-

FAST FLEET SYSTEMS, INC., and
QUEBECOR WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS,

**DEFENDANT QUEBECOR
WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS'
ANSWER TO DEFENDANT
NICA, INC.'S CROSS-CLAIMS**

Defendants,

-against-

ONE BEACON INSURANCE COMPANY,
STATION OPERATOR SYSTEMS, INC.,
INTEGRITY TRANSPORT, INC.,
EDWARD EGAN, individually,
HICHAM JIRARI, individually,
JIRARI CORP., and
NICA, INC.,

Third-Party Defendants.

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Defendant Q.W. Express, a division of Quebecor World Logistics, Inc. (“QWE”), by and through its attorneys Hill Rivkins & Hayden LLP, as and for its Answer to the Cross-Claims of Defendant NICA, INC. (“NICA”), hereby responds and alleges as follows:

CROSSCLAIM FOR INDEMNIFICATION

1. Defendant QWE denies the allegations set forth in NICA's Crossclaim for Indemnification.

CROSSCLAIM FOR CONTRIBUTION

2. Defendant QWE denies the allegations set forth in NICA's Crossclaim for Contribution.

FIRST AFFIRMATIVE DEFENSE

3. NICA fails to state a claim, in whole or part, upon which relief can be granted against Defendant QWE.

SECOND AFFIRMATIVE DEFENSE

4. NICA's claims are barred by the applicable statute of limitations and/or the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

5. NICA has failed to mitigate its potential liability.

FOURTH AFFIRMATIVE DEFENSE

6. Any damages that will allegedly be sustained by NICA are the result of acts, errors, omissions, or breaches by other third parties, persons or entities over which Defendant QWE has and had no control and for whose conduct Defendant QWE has and had no responsibility.

FIFTH AFFIRMATIVE DEFENSE

7. If any shortage and/or damage and/or loss was sustained by the shipment referred to in the Plaintiff's Third Amended Complaint, which is denied, such shortage, and/or damage, and/or loss was caused by or contributed to by NICA or others acting on NICA's behalf.

SIXTH AFFIRMATIVE DEFENSE

8. Defendant QWE reserves its rights to amend its answer to add additional or other defenses; to delete or withdraw defenses; and to add counterclaims and cross-claims as they may become necessary after reasonable opportunity for appropriate discovery.

W H E R E F O R E, Defendant QWE prays for a judgment:

1. Dismissing the Cross-Claims of Defendant NICA with prejudice and awarding costs, including attorneys' fees associated with defending the Cross-Claims;
2. Giving judgment to Defendant QWE against Defendant NICA on the Cross Claim together with costs, expenses, interest, attorneys' fees; and,
3. For such other and further relief as this Court deems just and proper.

Dated: New York, New York
December 27, 2007

Hill Rivkins & Hayden LLP
Attorneys for Defendant
QUEBECOR WORLD LOGISTICS, INC.,
d/b/a Q.W. EXPRESS

By: Andrew R. Brown
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Anthony J. Pruzinsky (AP-8534)

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